



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM	_____
Budget	VG
DA	n/a
Grants	GE
HR	n/a
Risk	n/a

## STAFF REPORT

BOARD MEETING DATE: July 14, 2015

**DATE:** June 16, 2015

**TO:** Board of County Commissioners

**FROM:** Grady Tarbutton, Director  
328-2601 gtarbutton@washoecounty.us

**THROUGH:** Kevin Schiller - Assistant County Manager

**SUBJECT:** Recommendation to accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Adult Day Care [\$62,924 match of \$11,106 from ad valorem tax], Representative Payee [\$31,218 match of \$5,510 from ad valorem tax] and Homemaker Services [\$72,000 match of \$12,707 from ad valorem tax]; and the following State of Nevada Independent Living Programs: Case Management [\$156,249 match of \$23,437 from ad valorem tax], retroactive from July 1, 2015 through June 30, 2016; and direct the Comptroller to make the appropriate budget adjustments. (All Commission Districts)

### SUMMARY

The Department is recommending that the Board of County Commissioners accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Adult Day Care [\$62,924 match of \$11,106 from ad valorem tax], Representative Payee [\$31,218 match of \$5,510 from ad valorem tax] and Homemaker Services [\$72,000 match of \$12,707 from ad valorem tax]; and the following State of Nevada Independent Living Programs: Case Management [\$156,249 match of \$23,437 from ad valorem tax], retroactive from July 1, 2015 through June 30, 2016; and direct the Comptroller to make the appropriate budget adjustments.

The Department is requesting the Board of County Commissioners retroactively accept the Adult Day Care, Representative Payee, Homemaker Services and Case Management grant awards due to receiving the Notice of Grant Awards from ADSD on June 15, 2015, after the submission deadline for the June 23, 2015 regularly scheduled Board of County Commissioners meeting. The Adult Day Care and Homemaker Services grant awards received increased awards for the FY16 award period.

**County Strategic Objective supported by this item:** Sustainability of our financial, social and natural resources.

## **PREVIOUS ACTION**

These are continuing grants that have been accepted by the Board of County Commissioners annually. On July 8, 2014 the Board accepted various Older Americans Act Title III grant awards for the period of July 1, 2014 through June 30, 2015.

## **BACKGROUND**

The Aging and Disability Services Division has awarded \$322,391 for Adult Day Care, Case Management, Homemaker and Representative Payee within the Department of Senior Services. This funding from the Older American's Act and Nevada Aging and Disability Services Division has been the foundation of many important services that the department provides for many years.

## **GRANT AWARD SUMMARY #1**

**Project/Program Name:** Adult Day Care

**Scope of the Project:** The Adult Day Care program is a medically based care program for cognitively and physically impaired adult to provide social, nursing and community support to serve as an alternative to institutional care. The program is staffed by two full time nurses and five community health aids supported by a Program Administrator.

**Benefit to Washoe County Residents:** The Adult Day Care program will benefit Washoe County Residents by providing families an alternative to long term care. Elderly participants in the Adult Day Care program are provided the opportunity to age at home with dignity surrounded by loved ones.

**On-Going Program Support:** The grant award is used to support Adult Day Care program costs. Funds are utilized to supplement one Community Health Aide and one Public Health Nurse II. Additional resources such as Medicaid, Veteran's Administration funds, and Washoe County Health Care Assistance and Washoe County ad valorem tax funds also support the program.

**Award Amount:** \$62,924.00

**Grant Period:** July 1, 2015 through June 30, 2016

**Funding Source:** U.S. Department of Health and Human Services

**Pass through From:** Nevada Aging and Disability Services Division

**CFDA Number:** 93.044

**Grant ID Number:** 16-000-05-BX-16

**Match Amount and Type:** ADSD requires \$11,106.00 in matching funds which will be provided through Washoe County ad valorem tax funds dedicated Senior Services.

**Indirect Cost Rate (applicable to the award):**

Grant's recoverable indirect cost rate:

- Indirect costs are fully recoverable
- Sponsor does not allow for indirect cost recovery
- Sponsor has limited indirect cost recovery at 8 %
- Sponsor requires indirect Cost Rate Approved by Cognizant Agency

**Special Terms & Conditions:** Special Conditions noted by the funding agency are as follows:

1. Grant funds are earned at a fixed rate of \$40.00 for six hours or more of continuous service or for less than six hours, \$6.67 per hour.

**Sub-Awards and Contracts:** N/A

**FISCAL IMPACT**

Although preliminary estimates on grants are included in the Department's FY 15/16 adopted budget, adjustments are necessary to bring some of them into alignment with the actual awards. Should the Board accept these grant awards, adjustment will be made as follows:

Cost Object	G/L Account	Amount
10086	431100	\$20,914.00
10086	710592	\$20,914.00

County match cash totaling \$11,106 included in the adopted FY15/16 expense budgets in the following cost center: 250611 – Adult Day Care Local

**GRANT AWARD SUMMARY #2**

**Project/Program Name:** Case Management

**Scope of the Project:** Washoe County Senior Service's Case Management program is part of its continuum of services which provides outreach, screening, assessment, care plan development, care coordination, care plan monitoring and termination for seniors at greatest risk and provides support that prevents premature institutionalization and avoids unnecessary hospitalization.

**Benefit to Washoe County Residents:** The Case Management program will benefit Washoe County Residents by providing social workers for comprehensive support system the senior who are at highest risk for institutionalization or hospitalization.

**On-Going Program Support:** The grant award is used to support Case Management program costs. Funds are utilized to supplement four Social Workers and supplies. Additional resources such Washoe County Senior Citizens ad valorem tax funds and County General Funds also support the program.

**Award Amount:** \$156,249  
**Grant Period:** July 1, 2015 through June 30, 2016  
**Funding Source:** Nevada Aging and Disability Services Division  
**Pass through From:** N/A  
**CFDA Number:** N/A  
**Grant ID Number:** 16-000-06-LX-16

**Match Amount and Type:** ADSD requires \$23,437.00 in matching funds which will be provided through Washoe County Senior Citizens ad valorem tax.

**Indirect Cost Rate (applicable to the award):**

Grant's recoverable indirect cost rate:

- Indirect costs are fully recoverable
- Sponsor does not allow for indirect cost recovery
- Sponsor has limited indirect cost recovery at 8 %
- Sponsor requires indirect Cost Rate Approved by Cognizant Agency

**Special Terms & Conditions:** Special Conditions noted by the funding agency are as follows:

Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:  
Revised Budget  
Revised Projected Output Form

**Sub-Awards and Contracts:** N/A

**FISCAL IMPACT**

The Department's FY 15/16 adopted budget included the grant award in its estimate, no adjustments are necessary. County match cash totaling \$23,437 included in the adopted FY14/15 expense budgets in the following cost center: 250311 – Case Management Local

**GRANT AWARD SUMMARY #3**

**Project/Program Name:** Representative Payee

**Scope of the Project:** The Representative Payee program is a component of WCSS' continuum of care programs. Social Workers utilize the program to stabilize community living for those who are financially at risk. The service is matched with other Senior Social Services through Social Worker-Client negotiated care plans including social work intervention, access to medical, legal, in-home care, home delivered meals, referrals for elder protective services and advocacy.

**Benefit to Washoe County Residents:** The Representative Payee program supports independent living, prevents premature institutionalization, financial exploitation, extreme poverty, homelessness and the unnecessary decline in health for many of the elderly in Washoe County.

**On-Going Program Support:** The grant award is used to support Representative Payee program costs. Funds are utilized to supplement four Social Workers and .25 Account Clerk II positions. Additional resources that support the program are County General Funds.

**Award Amount:** \$31,218  
**Grant Period:** July 1, 2015 through June 30, 2016  
**Funding Source:** U.S. Department of Health and Human Services  
**Pass through From:** Nevada Aging and Disability Services Division  
**CFDA Number:** 93.044  
**Grant ID Number:** 16-000-21-BX-16

**Match Amount and Type:** ADSD requires \$5,510 in matching funds which will be provided through Washoe County Senior Citizens ad valorem tax.

**Indirect Cost Rate (applicable to the award):**

Grant's recoverable indirect cost rate:

- Indirect costs are fully recoverable
- Sponsor does not allow for indirect cost recovery
- Sponsor has limited indirect cost recovery at 8 %
- Sponsor requires indirect Cost Rate Approved by Cognizant Agency

**Special Terms & Conditions:** Special Conditions noted by the funding agency are as follows:

Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:  
Revised Budget  
Revised Projected Output Form

**Sub-Awards and Contracts:** N/A

**FISCAL IMPACT**

The Department's FY 15/16 adopted budget included the grant award in its estimate, no adjustments are necessary. County match cash totaling \$5,510 included in the adopted FY15/16 expense budgets in the following cost center: 250311 – Case Management Local

**GRANT AWARD SUMMARY #4**

**Project/Program Name:** Homemaker

**Scope of the Project:** The Homemaker program is a component of WCSS' continuum of care programs. Services are provided by qualified, licensed and bonded sub-contracted service agencies through a competitive bid process. Types of services provided to seniors are meal preparation, shopping for food, prescriptions or household goods, housework, bill paying, writing letters, medication compliance/medication reminders and/or navigating the medical care system.

**Benefit to Washoe County Residents:** The Homemaker program when combined with other Senior Services programs increase the ability of at-risk seniors to maintain their independence, avoid premature institutionalization and unnecessary hospitalization.

**On-Going Program Support:** The grant award is used to support Homemaker program costs. Funds are utilized to pay for contractor services and supplies. Additional resources that support the program are Washoe County Senior Citizen ad valorem tax funds and County General Funds.

**Award Amount:** \$72,000

**Grant Period:** July 1, 2015 through June 30, 2016

**Funding Source:** U.S. Department of Health and Human Service and; State of Nevada Aging and Disability Services Division

**Pass through From:** Nevada Aging and Disability Services Division

**CFDA Number:** 93.044

**Grant ID Number:** 16-000-02-BX-16

**Match Amount and Type:** ADSD requires \$12,707 in matching funds which will be provided through Washoe County Senior Citizens ad valorem tax.

**Indirect Cost Rate (applicable to the award):**

Grant's recoverable indirect cost rate:

- Indirect costs are fully recoverable
- Sponsor does not allow for indirect cost recovery
- Sponsor has limited indirect cost recovery at 8 %
- Sponsor requires indirect Cost Rate Approved by Cognizant Agency

**Special Terms & Conditions:** Special Conditions noted by the funding agency are as follows:

1. Grant funds are earned at a fixed fee rate of \$15.00 for each hour of homemaker services provided.

**Sub-Awards and Contracts:** The Department will contract with a provider for Homemaker Services as required by Aging and Disability Services Division program specifications using the County’s competitive bid process, and federal grant procurement guidelines.

**FISCAL IMPACT**

Although preliminary estimates on grants are included in the Department’s FY 15/16 adopted budget, adjustments are necessary to bring some of them into alignment with the actual awards. Should the Board accept these grant awards, adjustment will be made as follows:

<b>Cost Object</b>	<b>G/L Account</b>	<b>Amount</b>
10778	431100	\$5,505.00
10778	710592	\$5,505.00

County match cash totaling \$12,707 was included in the adopted FY15/16 expense budgets in the following cost center: 250311 – Case Management Local

**RECOMMENDATION**

It is recommended the Board of County Commissioners accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Adult Day Care [\$62,924 match of \$11,106 from ad valorem tax], Representative Payee [\$31,218 match of \$5,510 from ad valorem tax] and Homemaker Services [\$72,000 match of \$12,707 from ad valorem tax]; and the following State of Nevada Independent Living Programs: Case Management [\$156,249 match of \$23,437 from ad valorem tax], retroactive from July 1, 2015 through June 30, 2016; and direct the Comptroller to make the appropriate budget adjustments.

**POSSIBLE MOTION**

Should the Board agree with staff’s recommendation, a possible motion would be: “move to accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Adult Day Care [\$62,924 match of \$11,106 from ad valorem tax], Representative Payee [\$31,218 match of \$5,510 from ad valorem tax] and Homemaker Services [\$72,000 match of \$12,707 from ad valorem tax]; and the following State of Nevada Independent Living Programs: Case Management [\$156,249 match of \$23,437 from ad valorem tax], retroactive from July 1, 2015 through June 30, 2016; and direct the Comptroller to make the appropriate budget adjustments.”

**NOTIFICATION OF GRANT AWARD**

**Grantee:** Washoe County **Date:** June 5, 2015  
**Program Name:** Washoe County Senior Services **New / Revised Award:** New  
**Grant Number:** 16-000-05-BX-16 **Award Fiscal Year:** 2015  
**Grant Period:** 7/1/2015 - 6/30/2016

**Vendor #:** T40283400C **Funded Service:** Adult Day Care  
**DUNS #:** 073786998 **Grant Type:** Fixed Fee

CFDA #	93.044			Total
Funding Source	Title III-B			
Award	\$62,924.00			\$62,924.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$62,924.00	\$0.00	\$0.00	\$62,924.00
Required Match	\$11,106.00	\$0.00	\$0.00	\$11,106.00

**Standard Grant Conditions**

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with SAMs will complete monthly data entry and programs that are not required to comply with SAMS will report quarterly or grant funds will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

NOTIFICATION OF GRANT AWARD

Grant Number: 16-000-05-BX-16

Date: June 5, 2015

- J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.
- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects - Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds are earned at a fixed fee rate of \$40.00 for six hours or more of continuous service or for less than six hours, \$6.67 per hour.

*J. Gruner*  
 \_\_\_\_\_  
 Jane Gruner, Administrator

*6-8-15*  
 \_\_\_\_\_  
 Date

STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

\_\_\_\_\_  
 Signature, Title

\_\_\_\_\_  
 Date

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION  
CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

---

Hereinafter referred to as "Division"  
and

Washoe County

---

hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW  
Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR  
Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION  
Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

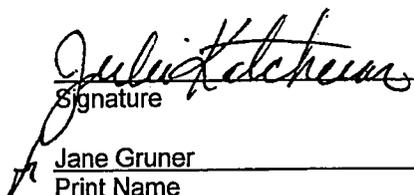
CONTRACTOR/ORGANIZATION

DIVISION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

Jane Gruner  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Administrator

**NOTIFICATION OF GRANT AWARD**

Grantee: Washoe County Date: June 5, 2015  
 Program Name: Washoe County Senior Services New / Revised Award: New  
 Grant Number: 16-000-06-LX-16 Award Fiscal Year: 2016  
 Grant Period: 7/1/2015 - 6/30/2016

Vendor #: T40283400C Funded Service: Case Management  
 DUNS #: 073786998 Grant Type: Categorical

CFDA #				Total
Funding Source	Independent Living			
Award	\$156,249.00			\$156,249.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$156,249.00	\$0.00	\$0.00	\$156,249.00
Required Match	\$23,437.00	\$0.00	\$0.00	\$23,437.00

**Standard Grant Conditions**

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with SAMs will complete monthly data entry and programs that are not required to comply with SAMS will report quarterly or grant funds will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.

\_\_\_\_\_  
 Initials

\_\_\_\_\_  
 Date

NOTIFICATION OF GRANT AWARD

Grant Number: 16-000-06-LX-16

Date: June 5, 2015

- J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.
- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects - Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
  - Revised Budget
  - Revised Projected Output Form

  
 Julie Gruner, Administrator

6-8-15  
 Date

STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

\_\_\_\_\_  
 Signature, Title

\_\_\_\_\_  
 Date

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION  
CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

Hereinafter referred to as "Division"  
and

Washoe County

hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

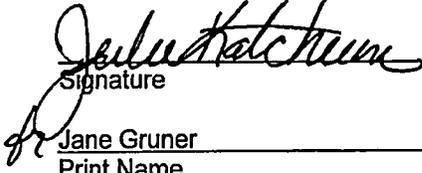
1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

\_\_\_\_\_  
Signature

  
Signature

\_\_\_\_\_  
Print Name

Jane Gruner  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Administrator

**NOTIFICATION OF GRANT AWARD**

**Grantee:** Washoe County **Date:** June 5, 2015  
**Program Name:** Washoe County Senior Services **New / Revised Award:** New  
**Grant Number:** 16-000-21-BX-16 **Award Fiscal Year:** 2015  
**Grant Period:** 7/1/2015 - 6/30/2016

**Vendor #:** T40283400C **Funded Service:** Representative Payee  
**DUNS #:** 073786998 **Grant Type:** Categorical

CFDA #	93.044			Total
Funding Source	Title III-B			
Award	\$31,218.00			\$31,218.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$31,218.00	\$0.00	\$0.00	\$31,218.00
Required Match	\$5,510.00	\$0.00	\$0.00	\$5,510.00

**Standard Grant Conditions**

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with SAMs will complete monthly data entry and programs that are not required to comply with SAMS will report quarterly or grant funds will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

NOTIFICATION OF GRANT AWARD

Grant Number: 16-000-21-BX-16

Date: June 5, 2015

- J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - [www.NevadaADRC.com](http://www.NevadaADRC.com).
- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects - Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
  - Revised Budget
  - Revised Projected Output Form

  
 \_\_\_\_\_  
 Jane Gruner, Administrator

6-8-15  
 \_\_\_\_\_  
 Date

**STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.**

\_\_\_\_\_

Signature, Title

\_\_\_\_\_

Date

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION  
CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

Hereinafter referred to as "Division"  
and

Washoe County

hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

\_\_\_\_\_  
Signature

*Julie Katchewas*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

*Jane Gruner*  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Administrator

**NOTIFICATION OF GRANT AWARD**

**Grantee:** Washoe County **Date:** June 5, 2015  
**Program Name:** Washoe County Senior Services **New / Revised Award:** New  
**Grant Number:** 16-000-02-BX-16 **Award Fiscal Year:** 2015  
**Grant Period:** 7/1/2015 - 6/30/2016

**Vendor #:** T40283400C **Funded Service:** Homemaker  
**DUNS #:** 073786998 **Grant Type:** Fixed Fee

CFDA #	93.044			Total
Funding Source	Title III-B			
Award	\$72,000.00			\$72,000.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$72,000.00	\$0.00	\$0.00	\$72,000.00
Required Match	\$12,707.00	\$0.00	\$0.00	\$12,707.00

**Standard Grant Conditions**

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with SAMs will complete monthly data entry and programs that are not required to comply with SAMS will report quarterly or grant funds will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.

\_\_\_\_\_  
 Initials Date

NOTIFICATION OF GRANT AWARD

Grant Number: 16-000-02-BX-16

Date: June 5, 2015

- J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.
- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects - Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds are earned at a fixed fee rate of \$15.00 for each hour of homemaker service provided.

*Julie Ketchum*  
 \_\_\_\_\_  
 Julie Gruner, Administrator

6-8-15  
 \_\_\_\_\_  
 Date

STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

\_\_\_\_\_  
 Signature, Title

\_\_\_\_\_  
 Date

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION  
CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

Hereinafter referred to as "Division"  
and

Washoe County

hereinafter referred to as "Contractor"

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3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
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**IN WITNESS WHEREOF**, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

\_\_\_\_\_  
Signature

  
Signature

\_\_\_\_\_  
Print Name

Jane Gruner  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Administrator  
\_\_\_\_\_